

GOVERNMENT OF
THE VIRGIN ISLANDS OF THE UNITED STATES

_____o_____

DEPARTMENT OF PROPERTY AND PROCUREMENT

_____o_____

INVITATION FOR BIDS

_____o_____

Invitation No. IFB037DOET20 (C)

Date: May 28, 2020

Pursuant to Laws of the Government of the Virgin Islands sealed bids for the work described herein will be received no later than **Monday, June 15, 2020 at 10:00 a.m.** at the Department of Property and Procurement and publicly open at 10:15 a.m. Bids can be submitted at address: 8201 Subbase, 3rd Floor, St. Thomas, Virgin Islands 00802 or via Email submission at: **ebids_proposals@dpp.vi.gov**.

Description of Work and Project Number: IFB037DOET20 (C)- Modernization/ Renovation of the Gladys's Abraham Elementary School on St. Thomas, Virgin Islands.

Cost Per Set: \$100.00 NON-REFUNDABLE

Liquidated Damages: \$250.00 / calendar day

Completion time of Work: See Time Schedule under Section I- General Information (A and B),

TIMETABLE

Pre-Bid Conference: Thursday, June 4, 2020, at 2:30 p.m. via Teleconference Call. Site Visit Information will be provided during the Pre-Bid.

Request for Information: Last day for request for written clarification will be **Wednesday, June 10, 2020 at 12:00 noon**, Atlantic Standard Time.

Due Date: The bids will be accepted at the Department of Property and Procurement no later than **Monday, June 15, 2020** at **10:00 a.m.** Atlantic Standard Time and then publicly open at 10:15 a.m.

Information regarding bidding documents

Bidding Documents include the Public Notice, this Invitation to Bid, Non-Collusion Affidavit, Instruction to Bidders, Contractor's Qualification and Financial Statement, the Contract, Performance and Payment Bonds, Bid documents, General Provisions, Special Provision, Supplemental Specifications, Bid Schedule, Plan and Specifications. All documents may be obtained from the Department of Property and Procurement at the cost stated above or download a free copy at <http://dpp.vi.gov> under project advertisements.

Each bid must be accompanied by a Bid Guarantee as provided for in Form No. P&P-ITB-CC-16-73 (Instruction to Bidders) which is hereby made a part of this Invitation and by this reference incorporated herein as fully and effectively as if set forth in detail.

The Bid Guarantee for bidders will be Five (5%) per cent of the bid price. Bid Guarantee will be in the form of a Bond (Corporate or Individual Surety), Money Order, Certified Check or Irrevocable Letter of Credit. The bid bond form provided in the bid document must be properly filled out to accompany checks and money orders. **Failure to provide a Five (5%) percent bond will render the bid unresponsive.**

No Bidder will be allowed to withdraw his bond within a period of thirty (30) calendar days following the date set for the opening thereof.

Contractor's Statement

Each bidder **must** submit with his/her bid an executed copy of a Contractor's Qualification and Financial Statement which is hereby made a part of this Invitation for Bids and by this reference incorporated herein as fully and effectively as if set forth in detail.

Virgin Islands Business License

Each bidder **must** submit with his/her bid a valid Virgin Islands Business License listing General Construction Co. or Construction Contractor as the Types of License (s).

Non-Collusion

Each bidder **must** submit with his/her bid a notarized copy of the Non- Collusion Affidavit which is hereby made a part of this Invitation for Bids and by this reference incorporated herein as fully and effectively as if set forth in detail.

Additional requirements are included in the Department of Education Invitation for Bids document. (Attached herein).

BONDS:

A Bid Bond, Performance and Payment Bond each are required as follows:

Bid Bond: 5% of the Contract
Performance Bond: 100% of the Contract
Payment Bond: 100% of the Contract

1. SUBMISSION OF BIDS- HAND-CARRIED

All interested parties shall submit *one (1)* original and *four (4)* copy sets of bids, which are to be delivered to the Department of Property and Procurement no later than **Monday, June 15, 2020 at 10:00 a.m.** Atlantic Standard Time.

They shall be addressed to:

Anthony D. Thomas
Commissioner
Department of Property & Procurement
8201 Subbase, 3rd Floor
St. Thomas, Virgin Islands

THE SEALED ENVELOPE CONTAINING THE BIDS MUST HAVE THE FOLLOWING INFORMATION WRITTEN ON THE OUTSIDE OF THE ENVELOPE OR PACKAGE:

SEALED BIDS-DO NOT OPEN
IFB037DOET20 (C)
(Name of Bidder)
(Mailing Address of Bidder)
(Telephone Number of Bidder)
(Email Address of Bidder)

2. SUBMISSION OF BIDS- ELECTRONIC SUBMISSIONS

All interested parties shall submit an electronic submission to ebids_proposals@dpp.vi.gov. no later than **Monday, June 15, 2020, at 10:00 a.m.** Atlantic Standard Time.

Electronic submissions must also include the **Company's Name-Solicitation Number and Due Date**. The second page of each electronic submission **must only contain** the following words in red font: **"CONFIDENTIAL BID SUBMISSION"**

**THE ELECTRONIC SUBMISSION OF BIDS MUST HAVE THE
FOLLOWING INFORMATION TYPED INTO THE SUBJECT LINE OF
EMAIL:**

Send	To	ebids_proposals@dpp.vi.gov
	Cc	
	Bcc	
Subject		ABC Company, Inc.- IFB000ABCT20 (C)- Due Date

It shall be the bidder's responsibility to deliver bids to the Department of Property and Procurement before the date and time set for the closing of acceptance of bids. Bids received after the official deadline will be considered **LATE** and will **NOT** be considered.

Pre-Bid and Open-Bid Meeting Information

Teleconference Call

Dial-In Number: 1(712) 451-0422

Access Code: 164896



THE VIRGIN ISLANDS DEPARTMENT OF
EDUCATION

Invitation for Bid

Modernization/Renovation of Gladys Abraham Elementary School on St. Thomas, Virgin Islands

I. GENERAL INFORMATION

A. Introduction

The purpose of this Invitation for Bid (“IFB”) is to solicit bids from contractors qualified and experienced in the repair of educational facilities, the general scope of which is primarily HVAC, windows, doors, stairs, elevator, finishes, fixtures and minor demolition and repairs, including roof repair, and the design thereof, to obtain any required permits and to communicate the work for construction and to assist the VIDE in approving the work and finishes.

The **Gladys Abraham Elementary School Site** located on the island of St. Thomas, Virgin Islands, sustained damage during Hurricane(s) Irma and Maria that was extensive enough to cause it to be shuttered in the aftermath of both storms.

In general, the scope of work will include, but not be limited to, the limited and selective demolition, removal, disposal, and replacement of: vinyl composition tile (VCT), windows, doors, kitchen units and appliances, HVAC units and components, gutters and downspout. The work scope of work will also include construction of concrete and frame walls and overhead doors. The specific quantified scopes of work are outlined in the following Attachments:

- Attachment A: Itemized Bid Sheet
- Attachment B: General Notes
- Attachment C: Site Map and Plans

The successful contractor will be required to provide all labor, supervision, tools, equipment, and materials to execute the work.

The work to these facilities will be required to be 100% complete by the firm deadline of **August 3, 2020** except for items specifically noted in Attachment A – Itemized Bid Sheet to be completed by the firm deadline of **December 31, 2020**. **The contractor shall obtain a certificate of occupancy by the firm deadline of August 3, 2020 and complete all work necessary for VIDE to move into the facility and use it fully by August 3, 2020.**

B. Overall Project Objectives

The Government of the Virgin Islands via the Virgin Islands Department of Education has established the following project objectives to guide the implementation of this Project from a facility capital perspective:

1. Return the condition of all the rooms in each campus to a clean and healthy condition to allow the proper resumption of learning in these facilities; and,
2. Perform all of the work and obtain the certificate of occupancy by August 3, 2020, to allow teachers, administrators, and support staff to move from the Wheatley Skills Center to the Gladys Abraham school site to make ready the facilities for students the following week.
3. Complete all items specifically noted in Attachment A – Itemized Bid Sheet to be completed by December 31, 2020, to make ready the facilities for ribbon cutting ceremonies.

The Government of the Virgin Islands emphasizes that the requirement for August 3, 2020, occupancy is the critical objective.

C. Contract Type

The contract awarded under this IFB will be a GVI Construction Contract. No payments in advance or in anticipation of services or supplies to be provided under the contract will be made by the Government other than 10% of the contract award amount for Mobilization.

D. FEDERAL FUNDING/DEBARMENT CERTIFICATION

The selected contractor certifies that it is eligible to receive contract awards using federally appropriated funds and that it has not been suspended or debarred from entering into contracts with any federal agency. The Contractor shall include this provision in each of its subcontracts hereunder and shall furnish its subcontractors with the current "LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON PROCUREMENT".

II. PROPOSAL DETAILS

The below estimated timeline for the bidding process is subject to change at the sole discretion of the Government of the Virgin Islands' Department of Property & Procurement.

Proposal Format and Content:

In addition to the information required by other components of this IFB package, each bid package must contain the following information which will form the basis of the evaluation for each Proponent:

Part I: Firm General Qualifications (Include information on the prime contractor and the design firm.)

- 1) Company Name, Address, Phone
- 2) Names of Principals and Key Executives and Experience and Tenure of Each
- 3) History
- 4) Revenues
- 5) Number and Types of Employees
- 6) List of Completed Projects with Details on Type, Cost, and Completion Date
- 7) List of Active Projects with Same Details
- 8) Listing of Plant and Equipment
- 9) Project References – Three references with details

Part II: Cost Proposal:

An Itemized Bid Sheet, Attachment A has been provided as part of this overall IFB package.

III. CONTRACTUAL REQUIREMENTS

All bid proposals and subsequent contract and supporting documents (if selected) must reflect the legal name of entity. Supporting documents that must be submitted prior to contract execution and within the time established by the Government shall include, but not be limited to, the following:

- (1) **Certificate of Resolution**, as to the authorized negotiator and signer of a contract.

- (2) Current **Virgin Islands Business License** (General Construction) issued to the legal name of record of the entity by the Government of the Virgin Islands, Department of Licensing and Consumer Affairs; and if applicable, copy of current business license issued by state, city or county in which the foreign corporation is operating.
- (3) One (1) current original **Certificate(s) of Good Standing/Existence**, in legal name of the Contractor by the Virgin Islands Office of the Lt. Governor, Division of Corporations and Trademarks; and if company is not locally formed, an original *Certificate of Good Standing, Certificate of Existence, or Certificate of Status* from the state of registration.
- (4) Certificate of Issuance or Renewal of Trade Name issued by the Virgin Islands Office of the Lt. Governor, Division of Corporations and Trademarks, if applicable.
- (5) **Articles of Incorporation or Organization**, as applicable; or documents governing operation.
- (6) **Certificate of Liability Insurance** indicating proof of coverage of **Professional Liability Insurance** and **General Liability/Public Liability Insurance** - each of no less than [One Million Dollars and Zero Cents (\$1,000,000.00)] for any one occurrence. The Contractor must provide a **Certificate of Liability Insurance** and **Declaration/Endorsement** pages that indicating that the Government of the Virgin Islands, Department of Education, is as “**certificate holder**” and an “**additional insured**” on the **General Liability/Public Liability Insurance**. The Professional Liability Insurance must cover the services to be provided under the contract.
- (7) Certificate of Government Insurance/Copy of Certificate providing firm/agents are covered by Workers’ Compensation Employee’s Liability.
- (8) In compliance to Title 31 of the Virgin Islands Code, a Bid Bond based on 5% of the Bid Amount shall apply and be provided with Bid Proposal. A 100% Performance & Payment Bond shall be required for execution of the Contract.
- (9) System for Award Management (SAM) certifying the Contractor’s’ eligibility to receive contract awards appropriated with federal funds; www.sam.gov.

Notes:

- 1) Please note the above-referenced documents are subject to modification at the Government’s discretion.
- 2) Any silence, absence, or omission from the contract specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail.
- 3) All contractual documents including insurance certificates/policies must be kept updated and maintained throughout the term of the contract

IV. ATTACHMENTS

Attachment A: Itemized Bid Sheet

Attachment B: General Notes

Attachment C: Site Map and Plans

Attachment D: Disclosure Form

Attachment E: Historically Underutilized Business / Minority/Women-Owned/Disadvantaged Business Goals Form

Attachment F: Federal Riders



**GOVERNMENT OF THE VIRGIN ISLANDS
DEPARTMENT OF EDUCATION**

Attachment A: Itemized Bid Sheet

Modernization/ Renovation of Gladys Abraham Elementary School on St. Thomas, Virgin Islands

*The work to these facilities will be required to be 100% complete by the firm deadline of **August 3, 2020**, except for items specifically noted in Attachment A – Itemized Bid Sheet to be completed by the firm deadline of **December 31, 2020- (Highlighted in Red)**.*

BASE BID ITEMS

No.	Description	Specifics	Qty	Units	Unit Price	Total Price
1.	MOBILIZATION	10% of the Base Bid				
	PROFESSIONAL SERVICES					
2.	Architectural and Engineering Services to obtain permits.	Electrical Upgrades and Permitting with DPNR; and Structural Roof Repairs and Permitting with DPNR	1	LS		
	SELECTIVE DEMOLITION					
	Sawcut and remove masonry wall sections for new doors:					
3.	At existing Cafetorium, extend one masonry opening to the floor for new rollup door <i>(to be completed by the firm deadline of December 31, 2020)</i>		36	SF		
4.	Remove 32' long masonry wall in Building 01 at east end of existing Library and remove 17' long masonry crosswall in Building 01 at west end of existing Administrative area <i>(to be completed by the firm deadline of December 31, 2020)</i>		490	SF		
	SITEWORK					
5.	Remove brush from entire site and plant 40 assorted 5 gallon plants/shrubs.		1	LS		
6.	Regrading and fill at parking lot by Cafetorium to prevent water intrusion.		50	CY		

No.	Description	Specifics	Qty	Units	Unit Price	Total Price
7.	Provide 4" thick reinforced concrete vehicular apron from asphalt parking surface to new overhead door at Automotive classroom.		192	SF		
	REINFORCED CONCRETE					
8.	Install 4" thick concrete slab-on-grade at stairs between Buildings 05/07.	Bldg. 18'x8'	320	SF		
9.	Install 4" thick concrete roof at stairs between Buildings 05/07.	Bldg. 18'x8'	320	SF		
	MASONRY					
	Install 8" full-height reinforced CMU closure wall at:					
10.	Buildings 02/03 hallway: East end, both levels		160	SF		
11.	Buildings 06/07 hallway: West end, both levels		160	SF		
12.	Building 01 hallway: West end		96	SF		
13.	Install 8" reinforced CMU walls at stairs between Buildings 05/07.		1080	SF		
	METAL RAILING					
14.	Install new code compliant railing at stairs (2) servicing Buildings 04 and 05.		192	LF		
15.	Install new code compliant handrail at new stairs between Buildings 05/07.		96	LF		
	ORNAMENTAL IRONWORK					
16.	Provide 8'-0" wide x 8'-0" high gate assembly (double 4'-0" gates) integral with the new chain link fence at main entry. <i>(to be completed by the firm deadline of December 31, 2020).</i>		1	EA		
	WOOD FRAMING					
17.	Install new 2x6x10' high stud walls dividing new Computer, HVAC, and Carpentry classrooms in Building 01 <i>(to be completed by the firm deadline of December 31, 2020).</i>		640	SF		
	DOORS					
18.	Replace all exterior (including doors to hallways) doors, frames and hardware with hollow metal, burglar resistant doors/frames. All hardware to be stainless steel.		36	EA		
19.	Replace all interior doors with new wood, single light doors.		21	EA		
20.	At Automotive classroom furnish and install one manual metal rollup door 9'-0" w x 9'-0" high as per the plan diagram. <i>(to be completed by the firm deadline of December 31, 2020)</i>		1	EA		
21.	At existing Kitchen, replace all doors into Kitchen with hollow metal frame/full light doors.		5	EA		
	WINDOWS					
22.	Provide new single hung aluminum or vinyl windows with hurricane resistant insulated glass.	3'-4" wide x 5'-4" tall	96	EA		
	ROOFING					

No.	Description	Specifics	Qty	Units	Unit Price	Total Price
23.	Provide all roofing repairs required to make occupiable spaces watertight.	95 FT x 35FT corrugated metal	3325	SF		
	Provide 60 mil EPDM white rolled roofing, fully adhered, to the following new roofs:					
	GUTTERS AND DOWNSPOUTS					
	Install new aluminum gutters at:					
24.	New stair between Buildings 05/07	Bldg. 18'x8'	52	LF		
25.	New gutters for covered walkway	4 IN x 6 IN aluminum	122	LF		
26.	New gutters for Admin Building, Cafetorium	4 IN x 6 IN aluminum	135	LF		
	Install new aluminum downspouts at:					
27.	New stair between Buildings 05/07	Bldg. 18'x8'	48	LF		
28.	New downspouts for Buildings 04, 05, Admin, Cafetorium		325	LF		
	PLASTER AND GYPSUM BOARD					
29.	Install 5/8" thick moisture resistant gypsum wallboard on wood framed walls between Carpentry and HVAC classrooms in Building 01. <i>(to be completed by the firm deadline of December 31, 2020)</i>		320	SF		
	FLOOR TILE					
30.	Install new 12" x 12" vinyl composition floor tile to replace all existing VCT, except at Automotive and Student Commons.		10545	SF		
31.	At Kitchen, clean, patch, and repair all quarry tile flooring.		1558	SF		
	Install new ceramic/porcelain floor tile in:					
32.	Community bathrooms (2) in Building 05		180	SF		
33.	Single bathrooms (2) in Administrative Office in Building 01		72	SF		
34.	Community bathrooms (2) adjacent to Kitchen in Building 01		180	SF		
35.	Community bathrooms (2) upstairs at Band area, upstairs Building 01		180	SF		
	WALL TILE					
	Install new ceramic/porcelain wall tile in:					
36.	Community bathrooms (2) in Building 05		300	SF		
37.	Single bathrooms (2) in Administrative Office in Building 01		240	SF		
38.	Community bathrooms (2) adjacent to Kitchen in Building 01		380	SF		
39.	Community bathrooms (2) upstairs at Band area, upstairs Building 01		380	SF		
	PAINT AND COATINGS					
40.	Paint all exterior walls, hallway walls, walkway columns, and hallway ceilings "Navajo White"		26838	SF		

No.	Description	Specifics	Qty	Un its	Unit Price	Total Price
	(Sherwin Williams #6126) with one accent color (TBD) for trim and railings, both in gloss finish using oil-based paint.					
41.	Paint all interior walls "Navajo White" in eggshell finish, using latex-based paint.	Except Student Commons	30240	SF		
42.	At Automotive, apply oil resistant sealer on polished bare concrete floor.		3009	SF		
43.	At all hallways, apply oil resistant sealer on polished bare concrete floor.		2560	SF		
44.	At exterior covered walkway, prep and apply two coats of porch paint to existing concrete walkway.		1504	SF		
	FOOD SERVICE EQUIPMENT					
45.	Rehabilitate existing equipment as required.		1	LS		
46.	Relocate equipment to be repurposed from Wheatley Skill Center to Abraham ES.		1	LS		
47.	Install relocated equipment.		1	LS		
	FURNITURE					
48.	Relocate all required FF&E from Wheatley Skill Center to Abraham ES		1	LS		
	SECURITY ACCESS AND SURVEILLANCE					
49.	Provide closed circuit television (CCTV) system as required to provide complete and adequate coverage of campus with central monitoring and DVR located in Administration office. System design shall include provisions for entire campus buildout.		1	LS		
	FIRE ALARM SYSTEM					
50.	Provide new fire alarm system throughout renovated portions of the campus with central monitoring station in the Administrative offices. System design shall include provisions for entire campus buildout.		1	LS		
	FIRE SUPPRESSION SYSTEMS					
51.	Provide new wet pipe fire suppression system throughout renovated portions of campus. System design shall include provisions for entire campus buildout.		1	LS		
52.	Install new 4" diameter main water supply line from main service point to fire pump building.		500	LF		
53.	Install new 3" water distribution lines from the fire pump building to Building 04.		80	LF		
54.	Provide new vent hood suppression system in Kitchen.		1	LS		
	SPECIAL CONSTRUCTION					
55.	Relocate and install existing automotive hydraulic lift from Wheatley Skill Center.		1	LS		
	ELECTRICAL SYSTEMS					
56.	Install new electrical wiring (and conduit as necessary) throughout all renovated areas of the campus.		20613	SF		

No.	Description	Specifics	Qty	Units	Unit Price	Total Price
57.	Install new panel boxes, breakers, service switches, outlets, and light switches throughout all renovated areas of the campus.		20613	SF		
58.	Provide all new required power and wireless support for 30 computer stations at new Computer classroom.		1	LS		
59.	Provide electrical service to all equipment in new kitchen layout.		1	LS		
	LIGHTING					
60.	Provide exterior wall-mounted LED security lighting around perimeter as per industry standards.		20	EA		
61.	Install new interior suspended linear LED lighting fixtures at Classrooms, Administrative, and Kitchen	Finelite HP-4 Direct suspended linear fixtures, or equal	1000	LF		
62.	Install new interior suspended linear LED lighting fixtures at Automotive and former stage area.	Finelite HP-4 Indirect /Direct suspended linear fixtures, or equal	250	LF		
63.	Provide new LED sconces in hallways at Classrooms and Administrative areas and Covered Walkway to provide code required lighting levels.		50	EA		
	INFORMATION TECHNOLOGY					
64.	Provide all new wiring, terminations, switches, routers, cabinets, power supplies, and other associated equipment as required to establish an adequate system for instruction and campus operation. System shall be scalable to handle all campus services in the future.		1	LS		
65.	Provide wireless hub and connectivity throughout renovated portions of the campus.		1	LS		
	COMMUNICATIONS					
66.	Provide new intercom/PA system throughout renovated portions of the campus. System shall have the capacity to cover the entire campus.		1	LS		
	SIGNAGE					
67.	Provide room identification and wayfinding signage and large sign on the building and at the gate to rename the new facility.		1	LS		
	LUMP SUM COST of Construction for completing entire project WITHOUT ALTERNATES:					\$_____
<p>Certified Correct:</p> <div style="display: flex; justify-content: space-between;"> <div>_____</div> <div>_____</div> </div> <div style="display: flex; justify-content: space-between;"> <div>(Licensed Contractor's Signature)</div> <div>(Date)</div> </div> <div>_____</div> <div>(Company)</div> <div>_____</div> <div>(Address)</div>						

ADD/DEDUCT ALTERNATE ITEMS

No.	Description	Specifics	Qty.	Units	Unit Price	Total Price
	ALTERNATE 1: SELECTIVE DEMOLITION					
	The following items shall be removed, hauled away, and legally disposed of:					
68.	Chain link fencing with barbed wire top (not all sections).		974	LF		
	SITEWORK					
69.	Clear and grub all vegetative matter inside the existing perimeter fence. Haul away and legally disposed of material. Also remove any non-vegetative debris and properly dispose of.		1	LS		
	LUMP SUM COST of Construction for completing ALTERNATE 1:					\$ _____
	ALTERNATE 2: REINFORCED CONCRETE					
70.	Polish and seal bare concrete floors at all stairs and classroom hallways. <i>(to be completed by the firm deadline of December 31, 2020)</i>		2120	SF		
71.	Install 8" masonry infill at windows to hallway at Classrooms <i>(to be completed by the firm deadline of December 31, 2020)</i>		128	SF		
	LUMP SUM COST of Construction for completing ALTERNATE 2:					\$ _____
	ALTERNATE 3: PARKING LOT					
72.	Repave (asphalt) parking area adjacent to Cafetorium. <i>(to be completed by the firm deadline of December 31, 2020)</i>		21839	SF		
73.	Stripe parking area adjacent to Cafetorium. <i>(to be completed by the firm deadline of December 31, 2020)</i>		21839	SF		
74.	Install new 8' high galvanized chain link fence with barbed wire top and 5 gates as per plan.		600	LF		
	LUMP SUM COST of Construction for completing ALTERNATE 3:					\$ _____
	ALTERNATE 4: CONTENTS REMOVAL					
75.	Remove, haul away, and legally dispose of all remaining contents in all areas to be renovated (provide for special handling and disposal of e-waste). Scope includes items attached to walls like Promethean boards and brackets. It does not include wood shelving and cabinetry which is covered in another scope.		1	LS		

No.	Description	Specifics	Qty.	Units	Unit Price	Total Price
	LUMP SUM COST of Construction for completing ALTERNATE 4:					\$_____
	ALTERNATE 5: FIRE PUMP BUILDING					
	MASONRY					
76.	Install 8" reinforced CMU walls at fire pump building. <i>(to be completed by the firm deadline of December 31, 2020)</i>		720	SF		
77.	Install 5" thick concrete slab-on-grade at fire pump building. <i>Location to be determined in the field. (to be completed by the firm deadline of December 31, 2020)</i>	Bldg. 16'x20'	320	SF		
78.	Install 4" thick concrete roof at fire pump building. <i>(to be completed by the firm deadline of December 31, 2020)</i>	Bldg. 16'x20'	320	SF		
	ROOFING					
79.	New fire pump building roofing <i>(to be completed by the firm deadline of December 31, 2020).</i>	Bldg. 16'x20'	320	SF		
	GUTTERS AND DOWNSPOUTS					
80.	New fire pump building gutters and downspouts <i>(to be completed by the firm deadline of December 31, 2020).</i>	Bldg. 16'x20'	72	LF		
	Install new aluminum downspouts at:					
81.	Provide 60 mil EPDM white rolled roofing, fully adhered, to new fire pump building <i>(to be completed by the firm deadline of December 31, 2020).</i>	Bldg. 16'x20'	48	LF		
	LUMP SUM COST of Construction for completing ALTERNATE 5:					\$_____
	ALTERNATE 6: NEW ROLLUP DOORS AT LIBRARY					
	REINFORCED CONCRETE					
82.	At existing Library install 10' wide concrete slab (4" thick) that extends 2' beyond the two roll up doors as per the plan diagram <i>(to be completed by the firm deadline of December 31, 2020).</i>		760	SF		
	MASONRY					
83.	At existing Library, extend two masonry openings to the floor for new rollup doors (2) <i>(to be completed by the firm deadline of December 31, 2020).</i>		73	SF		
	DOORS					
84.	At Carpentry and HVAC classrooms furnish and install two manual metal rollup doors 9'-0" w x 9'-0" high as per the plan diagram <i>(to be completed by the firm deadline of December 31, 2020).</i>		2	EA		

No.	Description	Specifics	Qty.	Units	Unit Price	Total Price
	LUMP SUM COST of Construction for completing ALTERNATE 6:					\$_____
	ALTERNATE 7: NEW CANOPY AND SLAB AT LIBRARY					
85.	Install spread footings for wood columns at new exterior canopy at new Carpentry/HVAC (Building 01) <i>(to be completed by the firm deadline of December 31, 2020).</i>	2'X2'X1'	1	CY		
	WOOD FRAMING					
86.	At existing Library install 10' wide canopy that extends 2' beyond the two roll up doors as per the plan diagram. Pressure treated framing to consist of 2x10 rafters and ¾" plywood with 4x4 columns. <i>(to be completed by the firm deadline of December 31, 2020).</i>		380	SF		
	LUMP SUM COST of Construction for completing ALTERNATE 7:					\$_____
	ALTERNATE 8: METAL FIXTURE REMOVAL					
	The following items shall be removed, hauled away, and legally disposed of:					
87.	All metal security grating on doors and windows. Size varies.		24	EA		
88.	All windows and frames (63 IN x 40 IN)	Classrooms, Admin, Library, Cafetorium	96	EA		
89.	All windows and frames (40 IN x 24 IN)	Classrooms, Admin, Library, Cafetorium	25	EA		
90.	All doors and frames.	Classrooms, Admin, Library, Cafetorium	62	EA		
91.	Stair railing systems at Buildings 04/05.	64 FT L. total x 30 IN H.	1	LS		
	LUMP SUM COST of Construction for completing ALTERNATE 8:					\$_____
	ALTERNATE 9: WOOD REMOVAL					
	The following items shall be removed, hauled away, and legally disposed of:					
92.	All cabinetry (3 FT H x 2 FT D) and wood shelving	Classrooms, Library	387	LF		
93.	Wood partition walls at storage area between existing Administration Office and Library		484	SF		
94.	Walk-in freezer and refrigerator in Kitchen	18 FT L x 8 FT W x 8 FT H	1152	CF		
95.	Wood stage in Cafetorium	33 IN height	740	SF		

No.	Description	Specifics	Qty.	Units	Unit Price	Total Price
96.	Wood framed building at existing cistern, concrete slab (West Center of campus)	10 FT height	286	SF		
97.	Elevated wood-framed booth in Cafetorium on North wall	12 FT height	40	SF		
98.	Wood-framed stairway roofs at Buildings 04/05 (2)		216	SF		
	LUMP SUM COST of Construction for completing ALTERNATE 9:					\$_____
	ALTERNATE 10: CEILING					
	ACOUSTIC CEILINGS					
99.	Install new ceiling grid (white) in 2' x 2' pattern in all areas except Automotive and Student Commons.		12490	SF		
100.	Install new 2' x 2' ceiling panels @ new grid (LYRA, by Armstrong, or equal) per industry standards pattern in all areas except Automotive and Student Commons.		12490	SF		
	CEILING REMOVAL					
101.	All acoustic ceiling tile and grid	Classrooms, Admin, Library	10368	SF		
102.	All insulation above acoustic ceilings	Classrooms, Admin, Library	3840	SF		
	LUMP SUM COST of Construction for completing ALTERNATE 10:					\$_____
	ALTERNATE 11: HVAC REMOVAL					
103.	Ceiling fans in Cafetorium		19	EA		
104.	Remove sheet metal ductwork in ceiling of existing Administrative and Library areas		120	LF		
105.	Remove sheet metal ductwork in Kitchen		85	LF		
106.	Remove condenser unit(s) in Administrative and Library areas	assume both 10T; located on roof	2	EA		
107.	Remove air handler unit(s) in Administrative and Library areas		2	EA		
108.	Remove sheet metal ductwork in Cafetorium	3 ft Dia.	240	LF		
109.	Remove air handler units in Cafetorium	20T	2	EA		
110.	Remove exterior condenser units at Cafetorium	20T	2	EA		
111.	Remove mini split A/C components servicing classrooms in Buildings 04 and 05		8	EA		
112.	Remove refrigeration equipment from walk-in cooler/freezer in existing Kitchen.		1	LS		
	LUMP SUM COST of Construction for completing ALTERNATE 11:					\$_____
	ALTERNATE 12: HVAC					
113.	Provide a single split A/C system to service Buildings 04, 05, and the hallways with ducted distribution and		1	LS		

No.	Description	Specifics	Qty.	Units	Unit Price	Total Price
	zoned controls. System to provide required makeup air per AHRAE 62.1 for classrooms and also have energy recovery feature.					
114.	Provide a single split A/C system in Building 01 with ducted distribution and zoned controls to service the entire building. System to provide required makeup air per ASHRAE 62.1 for classrooms and also have energy recovery feature.		1	LS		
	REINFORCED CONCRETE					
115.	Install concrete pads for exterior HVAC condenser units.		4	CY		
	LUMP SUM COST of Construction for completing ALTERNATE 12:					\$_____
	ALTERNATE 13: PLUMBING FIXTURES AND EQUIPMENT					
116.	Install new low flow toilets		13	EA		
117.	Install new urinals		4	EA		
118.	Install new vanities - single bowl		2	EA		
119.	Install new vanities - double bowl		6	EA		
120.	Install new lavatories		14	EA		
121.	Install new ADA compliant faucets		14	EA		
122.	Install new deep sinks and faucets at janitor's closets (2) in Classroom Building 05.		2	EA		
123.	Install water and wastewater service for all equipment in new kitchen layout.		1	LS		
	LUMP SUM COST of Construction for completing ALTERNATE 13:					\$_____
	ALTERNATE 14: BACK-UP GENERATOR					
	ELECTRICAL					
124.	Provide 800 kW/1000 kVA, 480/277-volt, 3-phase, continuous-rated emergency generator in a weatherproof enclosure (with 1,200-amp, 480-volt, 3-phase automatic transfer switch) to serve the entire campus. Generator and switch to have exterior rated enclosures. Generator to have integral fuel tank with 1,600 gallon capacity.		1	EA		
	REINFORCED CONCRETE					
125.	Install concrete slab-on-grade at backup generator.		4	CY		
	LUMP SUM COST of Construction for completing ALTERNATE 14:					\$_____
	ALTERNATE 15: FLOOR & WALL TILE REMOVAL					
126.	All vinyl composition floor tile	Classrooms, Admin, Library	9936	SF		
127.	All ceramic floor tile	Classrooms, Admin, Cafetorium,	4109	SF		
128.	Bathrooms – remove floor and wall tile, at:					
129.	Community bathroom in Building 05 - upper level	9 FT x 7 FT x 9 FT H.	1	EA		
130.	Community bathroom in Building 05 - lower level	9 FT x 7 FT x 9 FT H.	1	EA		

No.	Description	Specifics	Qty.	Units	Unit Price	Total Price
131.	Single bathrooms (2) in Administrative Office	6 FT x 6 FT x 9 FT H.	2	EA		
132.	Community bathroom adjacent to Kitchen	9 FT x 10 FT x 9 FT H.	1	EA		
133.	Community bathrooms adjacent to Kitchen	9 FT x 10 FT x 9 FT H.	1	EA		
134.	Community bathroom upstairs at Band area	9 FT x 10 FT x 9 FT H.	1	EA		
135.	Community bathroom upstairs at Band area	9 FT x 10 FT x 9 FT H.	1	EA		
136.	Individual bathrooms in 8 classrooms in Buildings 04/05	4 FT x 6 FT x 9 FT H.	8	EA		
	LUMP SUM COST of Construction for completing ALTERNATE 15:					\$ _____
	ALTERNATE 16: STOREFRONT SYSTEMS					
137.	Provide 6'-0" wide x 6'-8" high translucent tempered glass panels at ground floor classrooms in masonry walls at Buildings 04/05 hallway <i>(to be completed by the firm deadline of December 31, 2020).</i>		4	EA		
	Provide aluminum storefront glazing system with hurricane resistant insulated glass and 6-0w x 6-8h double doors at:					
138.	Entrance to Administration and Cafetorium building (1) <i>(to be completed by the firm deadline of December 31, 2020).</i>		96	SF		
139.	Entrance to classrooms between Buildings 04 and 06 @ end of walkway (1) <i>(to be completed by the firm deadline of December 31, 2020).</i>		90	SF		
140.	Each end of hallways, each floor, at Buildings 04/05 (4) <i>(to be completed by the firm deadline of December 31, 2020).</i>		320	SF		
141.	At south end of walkway between Buildings 04/06, both levels (2) <i>(to be completed by the firm deadline of December 31, 2020).</i>		540	SF		
142.	At new elevator/stair between Buildings 05/07, both levels (2) <i>(to be completed by the firm deadline of December 31, 2020).</i>		540	SF		
	LUMP SUM COST of Construction for completing ALTERNATE 16:					\$ _____
	ALTERNATE 17: SKYLIGHTS					
143.	Provide 4'-0" x 4'-0" skylights with hurricane resistant glass in concrete roof slab at Buildings 04/05 hallway <i>(to be completed by the firm deadline of December 31, 2020).</i>		4	EA		
	LUMP SUM COST of Construction for completing ALTERNATE 17:					\$ _____
	ALTERNATE 18: STUDENT COMMONS					
144.	At new Student Commons – cut new 72" x 80" door opening in existing masonry wall <i>(to be completed by the firm deadline of December 31, 2020).</i>		42	SF		
145.	Remove and dispose of ceramic floor tile <i>(to be completed by the firm deadline of December 31, 2020).</i>		2400	SF		
146.	Sawcut and remove existing concrete slab in Cafetorium for new strip footing for new 12" CMU wall <i>(to be completed by the firm deadline of December 31, 2020).</i>	Assume 4" thick slab	150	SF		

No.	Description	Specifics	Qty.	Units	Unit Price	Total Price
147.	Install strip footing at new 12" CMU wall at Automotive <i>(to be completed by the firm deadline of December 31, 2020).</i>		8	CY		
148.	Provide a full-height, 12 inch thick, reinforced masonry wall to separate Automotive from Student Commons. Locate at existing steel girder and continuously brace top of wall to bottom flange of girder <i>(to be completed by the firm deadline of December 31, 2020).</i>		1200	SF		
149.	Provide new hollow metal single light double doors 6-0 wide x 6-8 high <i>(to be completed by the firm deadline of December 31, 2020).</i>		1	EA		
150.	Install new 12" x 12" vinyl composition floor tile to replace all existing VCT <i>(to be completed by the firm deadline of December 31, 2020).</i>		2400	SF		
151.	Install new ceiling grid (white) in 2' x 2' pattern <i>(to be completed by the firm deadline of December 31, 2020).</i>		2400	SF		
152.	Install new 2' x 2' ceiling panels @ new grid (LYRA, by Armstrong, or equal) per industry standards <i>(to be completed by the firm deadline of December 31, 2020).</i>		2400	SF		
153.	Paint interior walls "Navajo White" in eggshell finish, using latex-based paint <i>(to be completed by the firm deadline of December 31, 2020).</i>		2800	SF		
154.	Paint new 12" CMU wall (each side) "Navajo White" in eggshell finish, using latex-based paint <i>(to be completed by the firm deadline of December 31, 2020).</i>		2400	SF		
155.	Provide a 20'w x 4'd x 10'h custom wall/storage unit as per the plan diagram <i>(to be completed by the firm deadline of December 31, 2020).</i>		1	LS		
156.	Install new interior suspended linear LED lighting fixtures at Student Commons <i>(to be completed by the firm deadline of December 31, 2020).</i>	Finelite HP-4 Indirect/Direct suspended linear fixtures, or equal	150	LF		
	LUMP SUM COST of Construction for completing ALTERNATE 18:					\$ _____
	ALTERNATE 19: GLASS ROOF PANELS					
157.	Install translucent glazed system above stairwells (2) between Buildings 02/04 and 03/05 and at new stair with hurricane resistant glass (12'x9' each) <i>(to be completed by the firm deadline of December 31, 2020).</i>		324	SF		
	LUMP SUM COST of Construction for completing ALTERNATE 19:					\$ _____
	ALTERNATE 20: ELEVATOR					
158.	Install 5" thick concrete slab-on-grade and 4' deep pit walls at elevator between Buildings 05/07 <i>(to be completed by the firm deadline of December 31, 2020).</i>	Bldg. 9'x6'	54	SF		
159.	Install 8" thick reinforced concrete walls for pit, 4'0" high <i>(to be completed by the firm deadline of December 31, 2020).</i>		120	SF		

No.	Description	Specifics	Qty.	Units	Unit Price	Total Price
160.	Install 4" thick concrete roof at elevator between Buildings 05/07 <i>(to be completed by the firm deadline of December 31, 2020).</i>	9' x 6'	54	SF		
161.	Install 8" reinforced CMU walls at elevator enclosure <i>(to be completed by the firm deadline of December 31, 2020).</i>	9' x 6' building x 24' high	720	SF		
162.	Provide 60 mil EPDM white rolled roofing, fully adhered, to the concrete roof slab <i>(to be completed by the firm deadline of December 31, 2020).</i>		54	SF		
163.	Install new 4" x 6" aluminum gutters <i>(to be completed by the firm deadline of December 31, 2020).</i>		30	LF		
164.	Install new 4" x 6" aluminum downspouts <i>(to be completed by the firm deadline of December 31, 2020).</i>		96	LF		
165.	Paint all exterior walls "Navajo White" (Sherwin Williams #6126) with one accent color (TBD) for trim and railings, both in gloss finish using oil-based paint <i>(to be completed by the firm deadline of December 31, 2020).</i>		720	SF		
166.	Provide hydraulic elevator between Buildings 05/07: two-stop, 1,500 lb, 100 fpm, standard finishes <i>(to be completed by the firm deadline of December 31, 2020).</i>		1	LS		
	LUMP SUM COST of Construction for completing ALTERNATE 20:					\$ _____
<p>Certified Correct:</p> <div style="display: flex; justify-content: space-between;"> <div>_____</div> <div>_____</div> </div> <div style="display: flex; justify-content: space-between;"> <div>(Licensed Contractor's Signature)</div> <div>(Date)</div> </div> <div>_____</div> <div>(Company)</div> <div>_____</div> <div>(Address)</div>						

NOTES

1. CONTRACTOR SHALL ADHERE TO ALL DEPARTMENT AND PROCUREMENT'S STANDARD BID FORM REQUIREMENTS ESTABLISHED FOR THE VIRGIN ISLANDS GOVERNMENT'S STANDARD GENERAL CONSTRUCTION CONTRACTS.
2. CONTRACTOR'S BID SHALL BE DISQUALIFIED IF ITEMIZED BID SHEET IS NOT FULLY COMPLETED WITH BOTH UNIT PRICE AND TOTAL PRICE.
3. THE QUANTITIES NOTED ABOVE ARE NOT NECESSARILY EXACT, AND THE ITEMS NOTED DO NOT NECESSARILY MAKE UP ALL THE WORK REQUIRED, OR NOTED IN THE SPECIFICATIONS AND DRAWINGS, FOR THE COMPLETE CONSTRUCTION AND PROPER OPERATION OF THE PROJECT. THE ITEMS NOTED, WILL BE USED IN ESTABLISHING IF THE COST, WHICH ARE BEING SUBMITTED BY THE BIDDER, ARE WITHIN THE CURRENT ACCEPTABLE PRICES BEING USED IN THE U.S. VIRGIN ISLANDS CONSTRUCTION MARKET. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING A TOTAL LUMP SUM COST FOR THE COMPLETE CONSTRUCTION OF THE PROJECT.
4. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ESTABLISH EXACT QUANTITIES BASED ON DOCUMENTS ISSUED AND SITE VISITS CARRIED OUT, FOR A TOTAL LUMP SUM COST TO CONSTRUCT THE PROJECT.
5. ADD ALTERNATES SHALL NOT BE INCLUDED IN THE TOTAL LUMP SUM COST OF CONSTRUCTION. THE ADD ALTERNATE ITEMS ARE FOR UTILIZATION IN THE EVENT THAT ADDITIONAL WORK OR ADJUSTMENT OF THE CONTRACTED WORK IS REQUIRED, DURING THE CONSTRUCTION OF THE PROJECT.
6. ALL PRICES BEING SUBMITTED FOR WORK TO BE DONE SHALL INCLUDE THE CONTRACTOR'S OVERHEAD TAXES AND PROFIT ALONG WITH ALL COSTS FOR MATERIALS, EQUIPMENT AND MANPOWER NECESSARY TO FACILITATE PROPER, SAFE, AND TIMELY COMPLETION OF THE PROJECT.
7. UNIT PRICES SUBMITTED ON THE ITEMIZED BID SHEET SHALL BE UTILIZED FOR ANY CREDITS OR DEBITS TO THE PROJECT; WHICH, IF NECESSARY, SHALL BE ADDRESSED AS A CHANGE ORDER TO THE PROJECT.

ATTACHMENT B
(General Notes)

Contractor shall be responsible for delivery of a safe, dry, clean facility suitable for immediate occupancy and use by the public.

1. All construction shall conform to Virgin Islands Code and the 2018 International Building Code (IBC) wind exposure D, basic wind speed 175mph, 2017 National Electrical Code (NEC), 2018 Uniform Plumbing Code.
2. If used, liquid/fluid applied roofing membrane, caulking and sealers shall meet National Science Foundation (NSF) 61 Standards, 100% silicone roof coating to be applied as per Manufacturer's specifications and recommendations.
3. Contractor shall field verify all dimensions and quantities and promptly notify the Virgin Islands Department of Education (VIDE) Engineering Division of any discrepancies.
4. If required, Contractor shall ensure that a separate electrical permit is applied for by a V.I. licensed electrician.
5. V.I. licensed electrician shall examine electrical system to ensure all outlets are functioning and building is safe.
6. If required, Contractor shall ensure that a separate plumbing permit is applied for by a V.I. licensed plumber.
7. During construction, existing retaining walls, parking lots, driveways, trees, flower/plant beds, grass beds and other site features shall not be disturbed and shall be protected from damage. If the scope of work calls for site disturbance, Contractor shall re-grade and re-plant all disturbed areas to original condition.
8. Jobsite shall be left broom clean at the end of each work day.
9. Contract shall erect fencing and signage to keep VIDE students, staff and the public out of the job site and ensure their safety.
10. Contractor shall comply with all applicable Virgin Islands laws and regulations regarding safety and all applicable Occupational Safety and Health Administration (OSHA) requirements and standards.
11. Minimum structural material requirements:
 - a. All reinforcing steel shall have a yield strength of 60,000 psi and conform to ASTM A615, A616, A617, A706, A767 and A775.
 - b. All welded wire mesh shall conform to ASTM A185.
 - c. Reinforcing steel shall have a minimum of 1.5" concrete cover, unless greater cover is specified in the construction documents.
 - d. Reinforcing steel in contact with the ground or cistern water shall have a minimum of 3" concrete cover.

- e. All concrete shall have a minimum strength of 4,000 psi after 28 days. If the amount of concrete is equal to or exceeds 10 cubic yards, refer to American Concrete Institute (ACI) 318-14 for testing standards.
 - f. All lumber shall have a minimum strength of 1,200 psi and shall be minimum #2 Southern Yellow Pine, pressure treated and bearing the mark "Wolmanized." Handle lumber treated with waterborne preservatives in accordance with the manufacturer's safety data sheets.
 - g. All metal screws, plates, straps, nails, hurricane clips and other fasteners shall be hot dip galvanized or if stainless steel is available for comparable cost, stainless steel may be used.
 - h. All hurricane clips, column bases and associated fasteners shall be Simpson Strong Tie or approved equal and shall be installed in accordance with the manufacturer's specifications. Manufacturer's fasteners shall not be modified in the field.
 - i. Liquid/fluid applied roofing membrane, caulking and sealers shall be NSF (National Science Foundation) recognized industry standard 100% silicone roof coating to be applied as per manufacturer's specifications and recommendations.
 - j. Install new downspout and leaders where applicable fastened with galvanized strapping at 24" o.c. max. Locate collectors for closest route to inlet.
12. If mortar is used, masonry mortar shall be type M or S, proportioned in accordance with 2018 IBC.
 13. If any masonry construction is required, all masonry construction shall be designed and constructed in accordance with ACI 530, ASCE 5, and all applicable 2018 IBC requirements.
 14. Cover and protect all existing finish work, furniture, equipment and fixtures to remain from soiling or damage during construction.
 15. Contractor shall locate, identify, stub-off and disconnect utility services that are not to remain. Additionally, Contractor shall provide by-pass connections as necessary to maintain continuity of service to occupied areas and provide minimum of 72 hours advance notice to owner if shut-down of service is necessary. Contractor shall check with local utility companies for location of buried and concealed cables and not damage them or disrupt service to other parts of the property.
 16. If hazardous materials are encountered, comply with applicable regulations, laws and ordinances concerning removal, handling and protection against exposure or environmental pollution and report to VIDE Engineering Division as soon as possible and request written directive to proceed with the construction work. Burning of removed materials is not permitted on VIDE property.
 17. Contractor shall safely remove debris and rubbish and transport and legally dispose of materials off-site.
 18. Contractor shall leave site broom clean at end of project and obtain acceptance from owner of broom clean condition being satisfactory.

ATTACHMENT C



Helber Hastert & Fee

Gladys A. Abraham Elementary

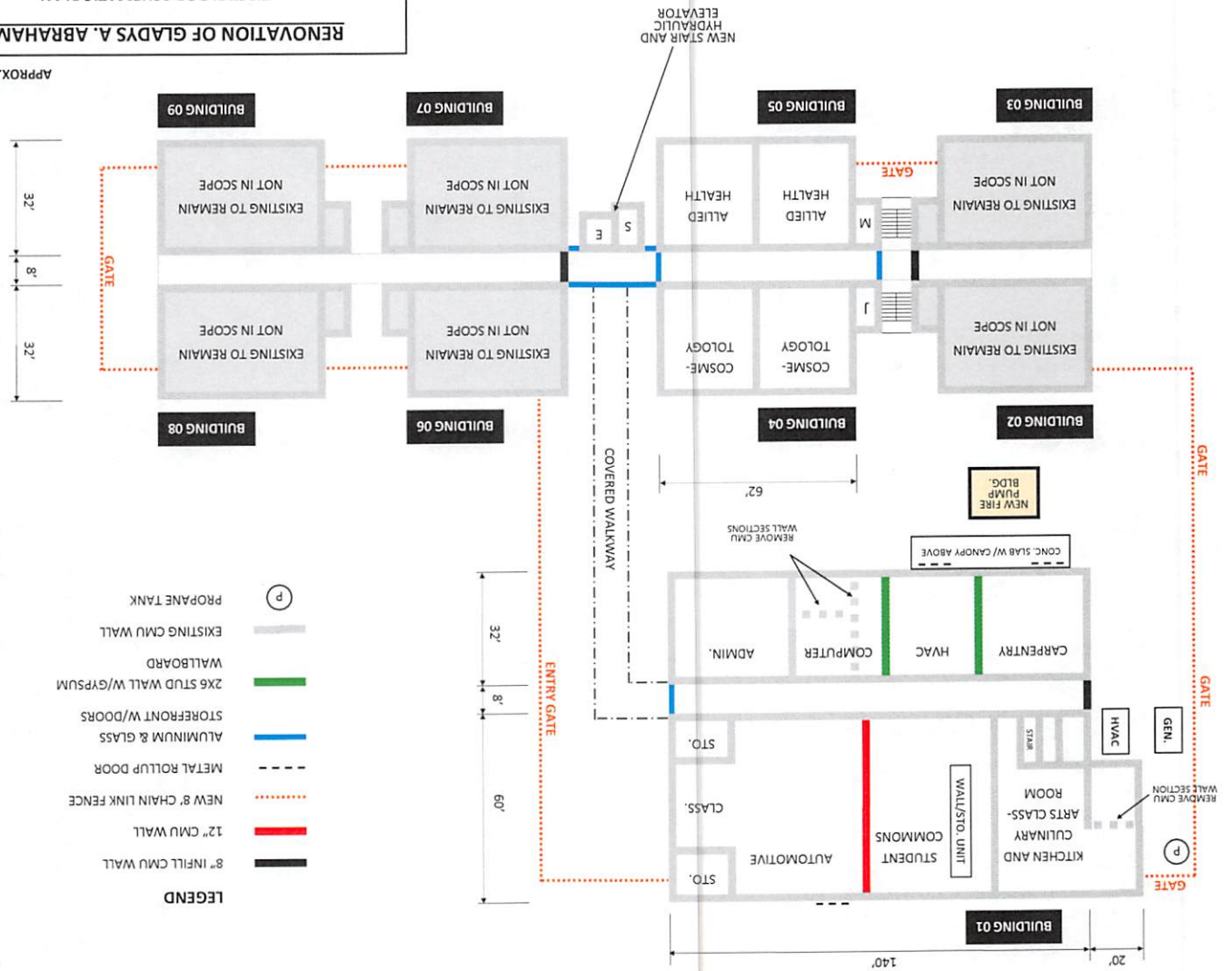
Date: 3/8/2013

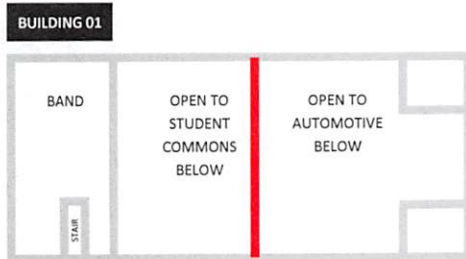
0 25 50 100 150 200 250 Feet

Bldg 12: Admin/Library added to map



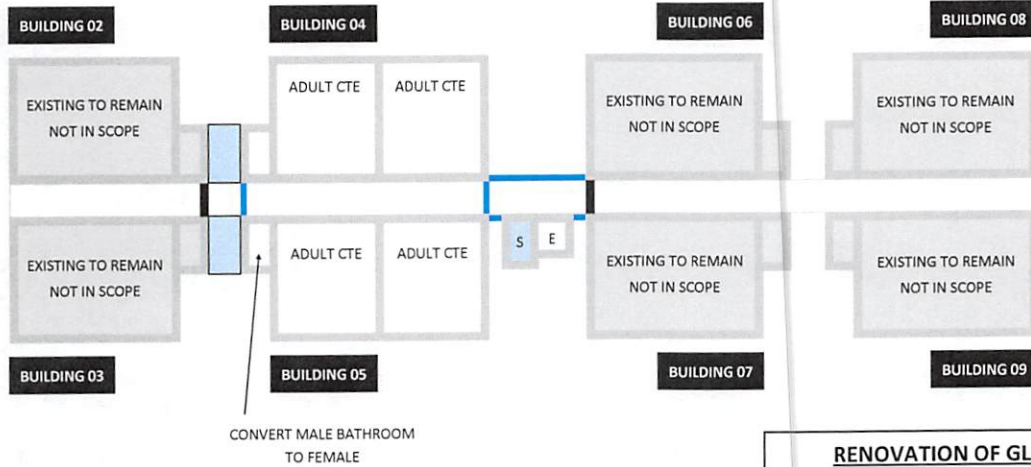
APPROX. SCALE: 1" = 40'





LEGEND

- 8" INFILL CMU WALL
- 12" CMU WALL
- NEW 8' CHAIN LINK FENCE
- METAL ROLLUP DOOR
- ALUMINUM & GLASS STOREFRONT W/DOORS
- 2X6 STUD WALL W/GYPSUM WALLBOARD
- EXISTING CMU WALL
- ALUMINUM FRAMED TRANSLUCENT GLAZED ROOF PANELS



APPROX. SCALE: 1" = 40'

RENOVATION OF GLADYS A. ABRAHAM ES

SECOND FLOOR SCHEMATIC PLAN

ATTACHMENT "D"



Virgin Islands Department of Education

DISCLOSURE FORM

The Virgin Islands Department of Education promotes and encourages the involvement of Historically Underutilized Businesses (HUB), generally referred to as M/W/DBE, in all phases of work and provides equal opportunities to compete for construction, professional services, equipment, supplies, and other contracts.

For purposes of this Disclosure Form, the term "subcontractors" is intended to refer to subcontractors, suppliers, consultants, sub-consultants, vendors or other contracting parties, as applicable.

Name of Prime Firm: _____

1. If your firm will provide all of the labor, materials, equipment, supplies and/or services required for this procurement, please complete Sections A of this Disclosure Form.

SECTION A

Our firm has not identified any subcontracting opportunities and will not subcontract any portion of the work.

Authorized Signature: _____

Printed Name: _____ Date: _____

Our firm's M/W/DBE status is as follows (check all that apply):

- | | |
|---|--|
| <input type="checkbox"/> Minority owned business enterprise | <input type="checkbox"/> Disadvantaged business enterprise |
| <input type="checkbox"/> Women-owned business enterprise | <input type="checkbox"/> None of the above |

2. If your firm will subcontract any portion of this procurement, please complete Section B of this Disclosure Form.

SECTION B

Our firm will subcontract portions of the work to one or more subcontractors.

Authorized Signature: _____

Printed Name: _____ Date: _____

Our firm's M/W/DBE status is as follows (check all that apply):

- | | |
|---|--|
| <input type="checkbox"/> Minority owned business enterprise | <input type="checkbox"/> Disadvantaged business enterprise |
| <input type="checkbox"/> Women-owned business enterprise | <input type="checkbox"/> None of the above |

Our firm intends to subcontract portions of the work to the following subcontractor(s) described below (attach an additional sheet if needed):

Subcontractor Firm Name, Address, Contact, Phone, Role	M/W/DBE Status	
1.	<input type="checkbox"/> MBE <input type="checkbox"/> WBE	<input type="checkbox"/> DBE <input type="checkbox"/> None of the above
2.	<input type="checkbox"/> MBE <input type="checkbox"/> WBE	<input type="checkbox"/> DBE <input type="checkbox"/> None of the above
3.	<input type="checkbox"/> MBE <input type="checkbox"/> WBE	<input type="checkbox"/> DBE <input type="checkbox"/> None of the above

ATTACHMENT "E"



Virgin Islands Department of Education

Historically Underutilized Business / Minority/Women-Owned/Disadvantaged Business

**Statement of Responsibility
(Construction)**

The Virgin Islands Department of Education (VIDE) has committed to provide certified firms full participation in all phases of procurement activities and to afford a full and fair opportunity to all vendors to compete for VIDE contracts. VIDE has identified the anticipated scopes of work for the pre-construction and construction phases. The solicitation goals for the contract will be:

MBE	African American (AA), Asian/Native American and/or Hispanic	20%
WBE	Female (WBE)	5%
DBE	Small disadvantaged business	5%
	Service-disabled veteran-owned small business	3%
	Small business in a HUBZone	3%

All firms must submit a Participation Report demonstrating that it plans to achieve/exceed the HUB solicitation goals and provide documentation that Good Faith Efforts have been performed to attempt to meet and of the goals that are unmet. Please contact chaneel.callwood@vide.vi for guidance as needed.

VIDE will provide HUB form(s) required for the design and construction phases of this project.

As evidenced by signature below, I affirm that accepting this contract assignment requires compliance with the above VIDE HUB Program Policy & Regulations, and that this signed Statement of Responsibility and the program policy and regulations are hereby incorporated as part of my contract with VIDE.

Firm Name: _____

Name & Title of Authorized Representative: _____

Signature

Date

ATTACHMENT “F”



Virgin Islands Department of Education

Federal Riders

The Virgin Islands Department of Education (VIDE) will maximize its ability to receive reimbursements and funding for its programs, including planning, design, construction and administrative services, from federal programs, including but not limited to the Federal Emergency Management Agency (FEMA) Public Assistance (PA) program and the Community Development Block Grant Disaster Recovery (CDBG-DR) program. Therefore, the following riders apply to this solicitation and all resulting contracts and payments:

HUD GENERAL PROVISIONS (“HUD RIDER”)

The following terms and conditions apply to any contract for which any portion of the funding is derived from a grant made by the United States Department of Housing and Urban Development (“HUD”). In addition, Contractor/Subcontractor shall comply with the Federal Labor Standards Provisions set forth in Form HUD-4010.

1. PROVISIONS REQUIRED BY LAW DEEMED INSERTED Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

2. STATUTORY AND REGULATORY COMPLIANCE Contractor/Subcontractor shall comply with all laws and regulations applicable to the Community Development Block Grant-Disaster Recovery funds appropriated by the Disaster Relief Appropriations Act, 2017 (Pub. L. 115-56) and the Bipartisan Budget Act of 2018 (“BBA”), (Pub. L. 115-123), including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including the allowability of certain expenses.



Federal Riders

Virgin Islands Department of Education

3. **BREACH OF CONTRACT TERMS** VIHFA reserves its right to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of this contract, in instances where the Contractor or any of its subcontractors violate or breach any contract term. If the Contractor or any of its subcontractors violate or breach any contract term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

4. **REPORTING REQUIREMENTS** The Contractor/Subcontractor shall complete and submit all reports, in such form and according to such schedule, as may be required by VIHFA. The Contractor/Subcontractor shall cooperate with all VIHFA efforts to comply with HUD requirements and regulations pertaining to reporting, including but not limited to 24 C.F.R. §§ 85.40-41 (or 84.50-52, if applicable) and 570.507.

5. **ACCESS TO RECORDS** The State, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the Subcontractor which are related to this contract, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.

6. **MAINTENANCE/RETENTION OF RECORDS** All records connected with this contract will be maintained in a central location and will be maintained for a period of at least _____ years following the date of final payment and close-out of all pending matters related to this contract.

7. **SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS** The Contractor/Subcontractor will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include:

(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;



Federal Riders

Virgin Islands Department of Education

(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and

(v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

8. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.

9. ENERGY EFFICIENCY The Contractor/Subcontractor shall comply with mandatory standards and policies relating to energy efficiency issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

10. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 The Contractor/Subcontractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

11. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974 The Contractor/Subcontractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

12. SECTION 504 OF THE REHABILITATION ACT OF 1973 The Contractor/Subcontractor shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 94), as amended, and any applicable regulations.



Federal Riders

Virgin Islands Department of Education

The Contractor/Subcontractor agrees that no qualified individual with handicaps shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance from HUD.

13. AGE DISCRIMINATION ACT OF 1975 The Contractor/Subcontractor shall comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), as amended, and any applicable regulations. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

14. DEBARMENT, SUSPENSION, AND INELIGIBILITY The Contractor/Subcontractor represents and warrants that it and its subcontractors are not debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs subject to 2 C.F.R. part 2424.

15. CONFLICTS OF INTEREST The Contractor/Subcontractor shall notify VIHFA as soon as possible if this contract or any aspect related to the anticipated work under this contract raises an actual or potential conflict of interest (as defined at 2 C.F.R. Part 215 and 24 C.F.R. § 85.36 (or 84.42, if applicable)). The Contractor/Subcontractor shall explain the actual or potential conflict in writing in sufficient detail so that the State is able to assess such actual or potential conflict. The Contractor/Subcontractor shall provide VIHFA any additional information necessary for VIHFA to fully assess and address such actual or potential conflict of interest. The Contractor/Subcontractor shall accept any reasonable conflict mitigation strategy employed by VIHFA, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict.

16. SUBCONTRACTING When subcontracting, the Contractor/Subcontractor shall solicit for and contract with such Contractor/subcontractors in a manner providing for fair competition. Some of the situations considered to be restrictive of competition include but are not limited to:

- (i) Placing unreasonable requirements on firms in order for them to qualify to do business,
- (ii) Requiring unnecessary experience and excessive bonding,
- (iii) Noncompetitive pricing practices between firms or between affiliated companies,
- (iv) Noncompetitive awards to consultants that are on retainer contracts,
- (v) Organizational conflicts of interest,



Federal Riders

Virgin Islands Department of Education

(vi) Specifying only a brand name product instead of allowing an equal product to be offered and describing the performance of other relevant requirements of the procurement, and

(vii) Any arbitrary action in the procurement process.

The Contractor/Subcontractor represents to VIHFA that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this contract.

The Contractor will include these HUD General Provisions in every subcontract issued by it so that such provisions will be binding upon each of its subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

17. ASSIGNABILITY The Contractor/Subcontractor shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of VIHFA.

18. INDEMNIFICATION The Contractor/Subcontractor shall indemnify, defend, and hold harmless VIHFA and its agents and employees from and against any and all claims, actions, suits, charges, and judgments arising from or related to the negligence or willful misconduct of the Contractor/Subcontractor in the performance of the services called for in this contract.

19. COPELAND "ANTI-KICKBACK" ACT (Applicable to all construction or repair contracts) Salaries of personnel performing work under this contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. § 874; and Title 40 U.S.C. § 276c). The Contractor shall comply with all applicable "AntiKickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to ensure compliance by subcontractors with such regulations and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.



Federal Riders

Virgin Islands Department of Education

20. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT** (Applicable to construction contracts exceeding \$2,000 and contracts exceeding \$2,500 that involve the employment of mechanics or laborers) The Contractor/Subcontractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330) as supplemented by Department of Labor regulations (29 C.F.R. part 5).

All laborers and mechanics employed by contractors or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the contractors and subcontractors shall comply with all regulations issued pursuant to that act and with other applicable Federal laws and regulations pertaining to labor standards.

21. **DAVIS-BACON ACT** (Applicable to construction contracts exceeding \$2,000 when required by Federal program legislation) The Contractor/Subcontractor shall comply with the Davis Bacon Act (40 U.S.C. §§ 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. part 5).

All laborers and mechanics employed by contractors or subcontractors, including employees of other governments, on construction work assisted under this contract, and subject to the provisions of the federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the DavisBacon Act.

22. **TERMINATION FOR CAUSE** (Applicable to contracts exceeding \$10,000) If, through any cause, the Contractor/Subcontractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor/Subcontractor shall violate any of the covenants, agreements, or stipulations of this contract, VIHFA shall thereupon have the right to terminate this contract by giving written notice to the Contractor/Subcontractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor/Subcontractor under this contract shall, at the option of VIHFA, become VIHFA's property and the Contractor/Subcontractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor/Subcontractor shall not be relieved of liability to VIHFA for damages sustained by VIHFA by virtue of any breach of the contract by the Contractor/Subcontractor, and VIHFA may withhold any payments to the Contractor/Subcontractor for the purpose of set-off until such time as the exact amount of damages due VIHFA from the Subcontractor is determined.



Federal Riders

Virgin Islands Department of Education

23. TERMINATION FOR CONVENIENCE (Applicable to contracts exceeding \$10,000) VIHFA may terminate this contract at any time by giving at least _____ days' notice in writing to the Contractor/Subcontractor. If the contract is terminated by VIHFA as provided herein, the Contractor/Subcontractor will be paid for the time provided and expenses incurred up to the termination date.

24. SECTION 503 OF THE REHABILITATION ACT OF 1973 (Applicable to contracts exceeding \$10,000) The Contractor/Subcontractor shall comply with section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.

Equal Opportunity for Workers With Disabilities

1. The Contractor/Subcontractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor/Subcontractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;
- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v. Leaves of absence, sick leave, or any other leave;
- vi. Fringe benefits available by virtue of employment, whether or not administered by the Subcontractor;
- vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;



Federal Riders

Virgin Islands Department of Education

- viii. Activities sponsored by the contractor including social or recreational programs; and
 - ix. Any other term, condition, or privilege of employment.
2. The Contractor/Subcontractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
 3. In the event of the Contractor/Subcontractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
 4. The Contractor/Subcontractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Contractor's/Subcontractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Contractor/Subcontractor must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor/Subcontractor may have the notice read to a visually disabled individual or may lower the posted notice so that it might be read by a person in a wheelchair).
 5. The Contractor/Subcontractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor/Subcontractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
 6. The Contractor/Subcontractor will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor/Subcontractor will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.



Federal Riders

Virgin Islands Department of Education

25. EXECUTIVE ORDER 11246 (Applicable to construction contracts and subcontracts exceeding \$10,000) The Contractor/Subcontractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

During the performance of this contract, the Contractor/Subcontractor agrees as follows:

A. The Contractor/Subcontractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor/Subcontractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. The Contractor/Subcontractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this nondiscrimination clause. The Contractor/Subcontractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

C. The Contractor/Subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor/Subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

D. The Contractor/Subcontractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The Contractor/Subcontractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.



Federal Riders

Virgin Islands Department of Education

F. The Contractor/Subcontractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

G. In the event of the Contractor's/Subcontractor's non-compliance with the non-discrimination clause of this contract or with any of such rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the Contractor/Subcontractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

H. Contractor/Subcontractor shall incorporate the provisions of A through G above in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor so that such provisions shall be binding on such contractor/subcontractor. The Contractor/Subcontractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor/Subcontractor may request the United States to enter into such litigation to protect the interests of the United States.

26. CERTIFICATION OF NONSEGREGATED FACILITIES (Applicable to construction contracts exceeding \$10,000) The Contractor/Subcontractor certifies that it does not maintain or provide for its establishments, and that it does not permit employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor/Subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.



Federal Riders

Virgin Islands Department of Education

The Contractor further agrees that (except where it has obtained for specific time periods) it will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that it will retain such certifications in its files; and that it will forward the preceding notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

27. CERTIFICATION OF COMPLIANCE WITH CLEAN AIR AND WATER ACTS (Applicable to contracts exceeding \$100,000) The Contractor and all its subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. § 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 C.F.R. Part 15 and 32, as amended, Section 508 of the Clean Water Act (33 U.S.C. § 1368) and Executive Order 11738.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

A. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 C.F.R. 32 or on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 C.F.R. Part 15, as amended.

B. Agreement by the Subcontractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.

D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (A) through (D) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.



Federal Riders

Virgin Islands Department of Education

28. LOBBYING (Applicable to contracts exceeding \$100,000) The Contractor/Subcontractor certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor/Subcontractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor/Subcontractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

29. BONDING REQUIREMENTS (Applicable to construction and facility improvement contracts exceeding \$100,000) The Contractor/Subcontractor shall comply with VIHFA bonding requirements, unless they have not been approved by HUD, in which case the Contractor/Subcontractor shall comply with the following minimum bonding requirements:



Federal Riders

Virgin Islands Department of Education

(1) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

(2) A performance bond on the part of the Contractor/Subcontractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the Contractor's/Subcontractor's obligations under such contract.

(3) A payment bond on the part of the Contractor/Subcontractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

30. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 (As required by applicable thresholds) A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The Contractor/Subcontractor agrees to send to each labor organization or representative of workers with which the Contractor/Subcontractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.



Federal Riders

Virgin Islands Department of Education

D. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The Contractor will not subcontract with any subcontractor where the subcontractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.

E. The Contractor/Subcontractor will certify that any vacant employment positions, including training positions, that are filled: (1) after the contractor/subcontractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor/Subcontractor's obligations under 24 C.F.R. part 135.

F. Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

31. FAIR HOUSING ACT Contractor/Subcontractor shall comply with the provisions of the Fair Housing Act of 1968 as amended. The act prohibits discrimination in the sale or rental of housing, the financing of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, handicap or familial status. The Equal Opportunity in Housing Act prohibits discrimination against individuals on the basis of race, color, religion, sex or national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds.

32. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) The Federal Funding Accountability and Transparency Act of 2006 (FFATA), as amended, was signed with the intent of reducing wasteful government spending and providing citizens with the ability to hold



Federal Riders

Virgin Islands Department of Education

the government accountable for spending decisions. 2 C.F.R. § Part 170 outlines the requirements of recipients' in reporting information on subawards and executive total compensation under FFATA legislation. Any non-Federal entity that receives or administers Federal financial assistance in the form of: grants, loans, loan guarantees, subsidies, insurance, food commodities, direct appropriations, assessed and voluntary contributions; and/or other financial assistance transactions that authorize the non-Federal entities' expenditure of Federal fund, is subject to these requirements.

Prime contract awardees and prime grant awardees are required to report against subcontracts and subgrants awarded in the FFATA Subaward Reporting System (FSRS), the reporting tool for Federal prime awardees. This information reported will then be displayed on a public and searchable website: www.USASpending.gov.

33. **PROCUREMENT** The Uniform Guidance procurement requirements (2 C.F.R. § Part 200, Subpart D) went into effect on July 1, 2018. These requirements are applicable to CDBG-DR funded projects, or as provided by 83 Federal Register 5844 VI A(1)(b)(2) permits a state grantee to elect to follow its own procurement policy. These policies and procedures ensure that Federal dollars are spent fairly and encourage open competition at the best level of service and price. Standards for procurement of supplies, equipment and other professional services are outlined in the Procurement Manual for CDBG-DR, available at www.vihfa.gov. VIHFA follows these standards to ensure goods and services are procured efficiently, at a fair price, and in compliance with all applicable Federal and Local laws and executive orders.

34. **CHANGE ORDERS TO CONTRACTS** Change orders are issued when the initial agreed upon pricing or work to be completed requires modification. First, the contractor must complete a Change Order Request Form. This form and supporting documentation must be delivered to the Project Manager for review. Each change order must have a cost analysis. Once the Project Manager approves the change order, it is returned to the contractor for execution. Change orders are only invoiced on the final draw and categorized as "change order." The amount listed on the invoice must match the previously approved amount and must be cost reasonable. The Project Manager is responsible for verifying cost reasonableness. Verification documentation for cost reasonableness becomes an attachment to the change order.

35. **ENVIRONMENTAL REVIEW** Every project undertaken with Federal funds, and all activities related to that project, is subject to the provisions of the National Environmental Policy Act of 1969 (NEPA), as well as to the HUD environmental review regulations at 24 C.F.R. § Part 58- ENVIRONMENTAL REVIEW PROCEDURES FOR ENTITIES ASSUMING HUD ENVIRONMENTAL RESPONSIBILITIES. The primary purpose of this Act is to protect and enhance the quality of our natural environment. The HUD environmental review process must be completed before any Federal funds can be accessed for program-eligible activities.



Federal Riders

Virgin Islands Department of Education

The primary objectives of the HUD environmental review are to identify specific environmental factors that may be encountered at potential project sites, and to develop procedures to ensure compliance with regulations pertaining to these factors. The HUD environmental review is designed to produce programspecific environmental review procedures in a program that can vary greatly in terms of scope of work.

36. LEAD BASED PAINT All housing units assisted using CDBG-DR funds must comply with the regulations regarding lead-based paint found at 24 C.F.R. § Part 35- LEAD-BASED PAINT POISONING PREVENTION IN CERTAIN RESIDENTIAL STRUCTURES.

37. ENVIRONMENTAL REVIEW RECORD The Environmental Officer is responsible for maintaining a written record of the environmental review process. The ERR for all programs contains all the governmental review documents, public notices and written determinations or environmental findings required by 24 C.F.R. § Part 58- ENVIRONMENTAL REVIEW PROCEDURES FOR ENTITIES ASSUMING HUD ENVIRONMENTAL RESPONSIBILITIES as evidence of review, decision making and actions pertaining to a project of a recipient.

38. FLOOD INSURANCE REQUIREMENTS Grantees and subrecipients of Federal funding must ensure that procedures and mechanisms are put into place to monitor compliance with all flood insurance requirements as found in the Flood Disaster Protection Act of 1973, 24 C.F.R. § 570.605- NATIONAL FLOOD INSURANCE PROGRAM and 24 C.F.R. § 570.202- ELIGIBLE REHABILITATION AND PRESERVATION ACTIVITIES.

39. DUPLICATION OF BENEFITS CDBG-DR funding intends to address the unmet needs of a community. The funds are supplemental to primary forms of assistance, including private insurance and FEMA funds. To avoid duplicative assistance and potential de-obligation of funding, PRDOH must utilize all possible funding sources before applying CDBG-DR dollars to a project. CDBG-DR programs are typically implemented after temporary disaster assistance programs, such as FEMA Individual Assistance which are not intended to make someone whole. The Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), as amended, 42 U.S.C. §5121 et seq., established the requirements for Duplication of Benefits (DOB) analysis.

40. ANTI-FRAUD, WASTE AND ABUSE CHECKS The Anti-Fraud, Waste and Abuse (AFWA) check is designed to identify discrepancies and risk-relevant issues in Applicant-provided information that may be indicative of fraud, waste, and/or abuse.



Federal Riders

Virgin Islands Department of Education

41. **AFFIRMATIVELY FURTHERING FAIR HOUSING** The Fair Housing Act of 1968, as amended, 42 U.S.C. §3601, et seq., dictates that grantees are required to administer all programs and activities related to housing and urban development in a manner to affirmatively further the policies of the Fair Housing Act. Per the regulations of 24 C.F.R. § 570.601 and in accordance with Section 104(b)(2) of the Housing and Community Development Act of 1974, as amended, 42 U.S.C. §5301 et seq., for each community receiving a grant under Subpart D of this part, the certification that the grantee will affirmatively further fair housing shall specifically require the grantee to take meaningful actions to further the goals identified in the grantee's Assessment of Fair Housing (AFH) plan, conducted in accordance with the requirements of 24 C.F.R. § §§5.150-5.180 (Affirmatively Furthering Fair Housing) and take no action that is materially inconsistent with its obligation to affirmatively further fair housing.

42. **DRUG FREE WORKPLACE** The Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. §81, as implemented by 24 C.F.R. § Part 24 Subpart F, §§983.251-983.262, requires that any grantee other than an individual must certify that it will provide a drug-free workplace. Any grantee found in violation of the requirements of this act may be subject to suspension of payments under the grant, suspension or termination of the grant or suspension or debarment of the grantee. PRDOH guarantees compliance with this Act.

43. **TIMELY DISTRIBUTION OF FUNDS** The Supplemental Appropriations for Disaster Relief Requirements, 2017 (Pub. L. 115-56), approved September 8, 2017 (Appropriations Act), as amended, requires that funds provided under the Act be expended within two (2) years of the date that HUD obligates funds to a grantee unless otherwise authorized via waiver of this requirement by the Office of Management and Budget (OMB). The OMB waived the two (2) year expenditure requirement under 83 FR 40314; however, the provision to expend one hundred percent (100%) of the total allocation of CDBG-DR funds on eligible activities within six (6) years of HUD's initial obligation of funds remains in effect. The six (6) year expenditure period commences with the initial obligation of funds provided under 83 FR 5844. Additionally, per 83 FR 5844, the provisions at 24 C.F.R. § 570.494 and 24 C.F.R. § 570.902, regarding timely distribution and expenditure of funds, are waived and an alternative requirement was established.

Furthermore, consistent with 31 U.S.C §1555 and OMB Circular No. A-11 (2017), if the Secretary of HUD or the President of the United States determines that the purposes for which the appropriation was made have been carried out and no disbursement has been made against the appropriation for two (2) consecutive fiscal years, any remaining unobligated balance shall be canceled and will be made unavailable for obligation or expenditure for any purpose.



Federal Riders

Virgin Islands Department of Education

44. **PROPERTY MANAGEMENT AND DISTRIBUTION** Regulations governing property management and distribution of real property, equipment, financial obligations and return of un-obligated cash post program closeout can be found in 24 C.F.R. § 570.506, 2 C.F.R. § 200.310, 2 C.F.R. § 200.343 and 2 C.F.R. § 200.344(b). The standards of 24 C.F.R. § 570.506 apply to any real property under a CDBG award recipient's control acquired in whole or in part with CDBG funds in excess of \$25,000.00. The recipient may not change the use or planned use of the property without proper notification to affected citizens and allowable time for comment by them. If the property is not a building for general government conduct, the use of the property may be changed with citizen approval if it either meets one of the national objectives as defined in 24 C.F.R. § 570.208 or if not, the recipient may either retain or dispose of the property for the changed use if the recipient's CDBG program is reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, and improvements to, the property. Following such reimbursement, the property will no longer be subject to any CDBG requirements.

45. **LIMITED ENGLISH PROFICIENCY** Executive Order No. 13166, signed on August 11, 2000, requires programs, subrecipients, contractors, subcontractors, and/or developers funded in whole or in part with CDBG-DR financial assistance to ensure fair and meaningful access to programs and services for families and individuals with Limited English Proficiency (LEP) and/or deaf/hard of hearing. Fair access is ensured through the implementation of a Language Assistance Plan (LAP), which includes non-English-based outreach, translation services of vital documents, free language assistance services, and staff training. Vital documents are defined as depending on the importance of the program, information, encounter, or service involved, and the consequence to the LEP person if the information in question is not provided accurately or in a timely manner.

46. **PERSONALLY IDENTIFIABLE INFORMATION** In accordance with 2 C.F.R. § 200.303, regarding internal controls of a non-Federal entity, a grantee must guarantee the protection of all Personally Identifiable Information (PII) obtained. The program will enact necessary measures to ensure PII of all applicants is safeguarded as to avoid release of private information. If a contractor or employee should experience any loss or potential loss of PII, the program shall be notified immediately of the breach or potential breach.

47. **UNIFORM RELOCATION ACT** CDBG-DR funds are subject to the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (URA or Uniform Act), as amended. 49 C.F.R. § Part 24 requires relocation assistance for lower-income individuals displaced as a result of the demolition or conversion of a lower-income dwelling and requires one-for-one replacement of lower-income units demolished or converted to other uses.



Federal Riders

Virgin Islands Department of Education

48. RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN
Per Section 104(d) of the Housing and Community Development Act of 1974 § 42.325
(a) Certification.

(1) As part of its consolidated plan under 24 CFR part 91, the recipient must certify that it has in effect and is following a residential anti-displacement and relocation assistance plan.

(2) A unit of general local government receiving funds from the State must certify to the State that it has in effect and is following a residential anti-displacement and relocation assistance plan, and that it will minimize displacement of persons as a result of assisted activities. The State may require the unit of general local government to follow the State's plan or permit it to develop its own plan. A unit of general local government that develops its own plan must adopt the plan and make it public.

(b) Plan contents. (1) The plan shall indicate the steps that will be taken consistent with other goals and objectives of the program, as provided in parts 92 and 570 of this title, to minimize the displacement of families and individuals from their homes and neighborhoods as a result of any assisted activities. (2) The plan shall provide for relocation assistance in accordance with § 42.350.

(3) The plan shall provide one-for-one replacement units to the extent required by § 42.375. 49. COMPLAINTS AND APPEALS Citizen comments on VIHFA's published Action Plan, any substantial amendments to the Action Plan, performance reports and/or other issues related to the general administration of CDBG-DR funds are welcomed throughout the duration of the grant. The Citizen Participation Plan is posted as a stand-alone document at www.vihfa.gov. Complaints regarding fraud, waste, or abuse of government funds shall be addressed to the HUD Office of Inspector General Fraud Hotline by phone: 1-800-347-3735 or email: hotline@hudoig.gov. or the Virgin Islands Inspector General's Office at 340-774-3388 or access the hotline at <https://www.viig.org/contact/hotline>.

50. MONITORING As per CDBG regulation, 24 C.F.R. § 570.501(b), grantees of CDBG-DR funds are responsible for carrying out their programs to meet compliance with CDBG Program, statutory and regulatory requirements, including monitoring their project administrators, contractors and subcontractors. As such, throughout the application, planning, design, and implementation phase of the program, VIHFA will conduct internal monitoring of processes, procedures, policy, applications, planning, design, construction, and other applicable phases.

BID BOND <i>(See instruction on reverse)</i>	DATE BOND EXECUTED <i>(Must not be later than bid opening date)</i>	OMB NO.: 9000-0045
--	---	---------------------------

Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.

PRINCIPAL <i>(Legal name and business address)</i>	TYPE OF ORGANIZATION <i>("X" one)</i> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> JOINT VENTURE </div> <div> <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION </div> </div> STATE OF INCORPORATION
--	--

SURETY(IES) *(Name and business address)*

PENAL SUM OF BOND					BID IDENTIFICATION	
PERCENT OF BID PRICE	AMOUNT NOT TO EXCEED				BID DATE	INVITATION NO.
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS	FOR <i>(Construction, Supplies, or Services)</i>	

OBLIGATION:

We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has submitted the bid identified above.

THEREFORE:

The above obligation is void if the Principal - (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.

Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government. Notice to the surety(ies) of extension(s) are waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

WITNESS:

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

PRINCIPAL						
SIGNATURE(S)	1.	2.	3.	<i>Corporate Seal</i>		
	<i>(Seal)</i>	<i>(Seal)</i>	<i>(Seal)</i>			
NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	3.			
INDIVIDUAL SURETY(IES)						
SIGNATURE(S)	1.	2.	<i>(Seal)</i>			
	<i>(Seal)</i>	<i>(Seal)</i>				
NAME(S) <i>(Typed)</i>	1.	2.				
CORPORATE SURETY(IES)						
SURETY A	NAME & ADDRESS	STATE OF INC.		LIABILITY LIMIT (\$)		<i>Corporate Seal</i>
	SIGNATURE(S)	1.		2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.		2.		

SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

INSTRUCTIONS

1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., (e.g., 20% of the bid price but the amount not to exceed _____ dollars).
4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
6. Type the name and title of each person signing this bond in the space provided.
7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."

AFFIDAVIT OF INDIVIDUAL SURETY

(See Instructions on Page 2)

STATE OF _____)
)
)
) SS:
COUNTY OF _____)
)
)
)

I, the person whose signature appears below as surety, being duly sworn, depose and say that I am one of the sureties to the attached bond; that I am a citizen of the United States (a Resident Alien who has declared his intention to become a Citizen of the United States,) and of full age and legally competent; that I am not a partner in the business of the principal on the bond or bonds on which I appear or may appear as surety; that the information herein below furnished is true and correct. This affidavit is made to induce the Government of the Virgin Islands to accept me as surety on the attached bond.

MY NAME (first, middle, last)	MY ADDRESS (street and number, city and State)
TYPE AND DURATION OF MY OCCUPATION	NAME OF MY EMPLOYER
MY BUSINESS ADDRESS (Street and number, city and State)	Amount I am worth in Real Estate and Personal Property over and above (1) All my debts and liabilities owing and incurred. (2) Any property exempt from execution (3) Any pecuniary interests I have in the business of the principal on said bond. And (4) Any interest I have in any so-called community property.
LOCATION AND DESCRIPTION OF REAL ESTATE OF WHICH I AM SOLE OWNER IN FEE SIMPLE (not exempt from seizure and sale under any homestead law, community or marriage law, or upon attachment, execution, or judicial process)	
FAIR VALUE OF SUCH REAL ESTATE	ASSESSED VALUE OF SUCH REAL ESTATE FOR TAXATION PURPOSES
ALL MORTGAGES OR OTHER ENCUMBRANCES AGAINST ABOVE REAL ESTATE. THERE BEING NO OTHERS (if none, so state)	

MY LIABILITIES OWING AND INCURRED DO NOT EXCEED THE AMOUNT OF	Amount I am worth in Real Estate and Personal Property over Personal property subject to execution and sale. This amount being additional to the real estate above described
---	--

THE ABOVE PERSONAL PROPERTY CONSISTS OF THE FOLLOWING

ALL OTHER BONDS ON WHICH I AM SURETY (state character and amount of each bond; if none; so state)

MY SIGNATURE AS SURETY

Subscribed and sworn to before me this date at _____

OFFICIAL SEAL

(Signature)

(Title of official administering oath)

(Date)

CERTIFICATE OF SUFFICIENCY

I HEREBY CERTIFY, that the surety named herein is personally known to me; that, in my judgment, said surety is responsible, and qualified to act as such; and that, to the best of my knowledge and belief, the facts stated by said surety in the foregoing affidavit are true.

NAME (typewritten)

SIGNATURE

OFFICIAL TITLE

ADDRESS

INSTRUCTIONS

1. This form shall be used whenever sureties on bonds to be executed in connection with Government contracts are individual sureties. There shall be no deviation from this form except as authorized by the Department of Property and Procurement.

2. A firm, as such, will not be accepted as a surety, nor a partner for copartners or for a firm of which he is a member. Stockholders of a corporate principal may be accepted as sureties provided their qualifications as such are independent of their stockholdings therein. Sureties, if individuals, shall be citizens of the United States or Resident Aliens who have declared their intention to become United States Citizen.

3. The individual surety shall justify, under oath, in a sum not less than the penalty of the bond, according to the form appearing on the face hereof, before a notary public, or some other officer having authority to administer oaths generally. If the officer has an official seal, it shall be affixed, otherwise the proper certificate as to his official character shall be furnished. Where citizenship is not required, as provided in paragraph 2 of these instructions, the affidavit may be amended accordingly.

4. The certificate of sufficiency shall be signed by an officer of a bank or trust company, under Oath by two persons not related to the surety.

5. By signing this affidavit, the individual surety agrees to assign to the Government of the Virgin Islands as security for performance by the Principal such real and/or personal property as the Government of the Virgin Islands shall designate having a fair market value of three times the bonded amount.

GOVERNMENT OF THE VIRGIN ISLANDS
DEPARTMENT OF PROPERTY AND PROCUREMENT

NON-COLLUSION AFFIDAVIT

————— 0 —————

..... being duly sworn, deposes and says that —

(1) He is [owner, partner, officer, representative, or agent] of

..... the bidder that has submitted that attached bid;

(2) He is duly informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham bid;

(4) Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against The Government of the Virgin Islands or any person interested in the proposed contract; and

(5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature of Affidavit

SUBSCRIBED AND SWORN to before me this....., day of

Notary Public

Give Condensed Current Financial Statement

Condition at Close of Business —	Date		Dollars	Cents
ASSETS				
1. Cash (a) on hand \$	(b) In Bank \$.....			
	(c) Elsewhere \$.....			
	(d) Total Cash \$.....			
2. Notes receivable (a) Due within 90 days	(b) Due afterdays			
	(c) Past due			
3. Accounts receivable from completed contracts, exclusive of claims not approved for payment				
4. Sums earned on uncompleted contracts as shown by Engineer's or Architect's estimate				
(a) Amount receivable after deducting retainage				
(b) Retainage to date due to upon commencement of Contracts				
5. Accounts receivable from source other than commencement of Contracts.....				
6. Deposits for bids or other guarantees:				
(a) Recoverable within days.....				
(b) Recoverable after days				
7. Interest accrued on loan, securities, etc.				
8. Real estate (a) Used for business purposes	(b) Not used for business purposes			
9. Stocks and Bonds (a) Listed – present market value	(b) Unlisted – present value			
10. Materials in stock not included in Item 4				
(a) For uncompleted controls (present value)				
(b) Other materials (present value)				
11. Equipment, book value				
12. Furniture and fixtures, book value				
13. Other assets				
TOTAL ASSETS				
LIABILITIES				
1. Notes payable (a) To banks regular	(b) To bank for certified checks			
	(c) To others for equipment obligations			
	(d) To others exclusive of equipment obligations			
2. Accounts payable (a) Not past due	(b) Past due			
3. Real Estate encumbrances				
4. Other Liabilities				
5. Reserves				
6. Capital stock paid up (a) Common	(b) Common			
	(c) Preferred			
	(d) Preferred			
7. Surplus (net worth) Earned \$.....	Unearned \$.....			
TOTAL LIABILITIES				

GIVE CONDENSED CURRENT FINANCIAL STATEMENT Cont.

CONTINGENT LIABILITIES		
1. Liability on notes receivable, discounted or sold		
2. Liability on accounts receivable, pledged, assigned or sold		
3. Liability s bondman		
4. Liability as guarantor on contracts or on accounts of others		
5. Other contingent liabilities		
TOTAL CONTINGENT LIABILITIES		

include all amounts owing subcontractors for all work in placed and accepted on completed and uncompleted contracts, including retainage.

This is to certify that the information herein reported is to
the best of our knowledge true and accurate.

.....
Name of Company

.....
Print Name

.....
Signature

.....
Telephone Number / Cell Phone Number

GOVERNMENT OF
THE VIRGIN ISLANDS OF THE UNITED STATES

CONTRACTOR'S
QUALIFICATION STATEMENT

CONTRACTOR:

ADDRESS:

DATE:

TEL. NUMBER:

CELL. NUMBER:

1. Introductory letter about the company:

(a) Number and Type of Employees

2. How many years' experience in construction work has your organization had?

(a) As a Construction Contractor

(b) As a Sub-Contractor

3. List the construction contracts your organization has under way on this date:

Contract Amount	Class of Work	Percent Completed	Location	Name of Owner

4. List contracts your organization has completed in the past three years:

Contract Amount	Class of Work	Completed	Location	Name of Owner

5. Have you ever failed to complete any work awarded to you?

If so where and why?

6. Has any officer or partner of your construction ever been an officer or parent of some other organization that failed to complete a construction contract? If so, state name of individual, other organization and reason therefore

7. Has any officer or partner of your organization ever failed to complete a construction contract handled in his own name?

If so, state name of individual, name of Owner and reason therefore

8. In what other lines of business are you financially interested?

9. What is the construction experience of the principal individual of your organization?

Individual's Name	Present Position or Office	Years of Construction Experience	Magnitude and Type of Work	In what Capacity

10. In what manner have you inspected this proposed work? Explain in detail.

.....

11. Explain your plan or lay out for performing the proposed work.

.....

12. The work, if awarded to you, will have the personal supervision of whom?

.....
.....

13. Do you intend to do the transportation on the proposed work with your own equipment?

.....
.....

14. If you intend to sublet the transportation or perform it through an agent, state estimated amount of sub-contract or agent's contract, and, if known, the name and address of sub-contract or agent, amount and type of his equipment and financial responsibility.

.....
.....
.....

15. Do you intend to do grading and foundation work with your own forces?

If so, give type of equipment to be used.

.....
.....
.....

16. If you intend to sublet the grading and foundation work or perform it through sub-contract, give the name and address of sub-contractor, if known of his equipment and financial responsibility.

.....
.....
.....

17. Do you intend to sublet any other portion of the work? If so, state percentage of work of sub-contractor, and if known, the name and address of the sub-contractor, amount and type of equipment and financial responsibility

.....
.....

.....

18. From which sub-contractors do you expect to require a bond?

.....

.....

19. What equipment do you own that is available for proposed work?

Quantity	Item	Description, Size, Capacity, Etc.	Condition	Years of Service	Present Location